

**Export-Import Bank of the United States**  
**Umbrella Small Business Multibuyer Export Credit Insurance Policy (EUS)**  
**Enhanced Assignment of Policy Proceeds**

**A. General Information:**

Policy No. \_\_\_\_\_ Policy Period: \_\_\_\_\_ to \_\_\_\_\_

Insured: \_\_\_\_\_

Administrator: \_\_\_\_\_

Assignee: \_\_\_\_\_

Maximum Amount Payable to Assignee: \$ \_\_\_\_\_

**B. Agreements of Insured.** Without limiting any of its duties under the Policy, the Insured agrees with Ex-Im Bank to:

1. Submit to the Assignee as a basis for financing, only those receivables satisfying all of the following which:
  - (a) Are owed to the Insured and arise out of an insured transaction as defined in Article III of the Policy;
  - (b) Comply in all respects with applicable Special Buyer Credit Limit Endorsements, the Insured's Aggregate Limit of Liability under the Policy, and Ex-Im Bank's Country Limitation Schedule;
  - (c) Are not in default;
2. Instruct buyers in writing to make payments directly to the Assignee or the Insured's account with the Assignee.
3. Indemnify Ex-Im Bank for amounts it paid to the Assignee that the Insured would not have been entitled to receive under the Policy, plus any costs incurred by Ex-Im Bank to enforce this provision.
4. Provided Payment is made by Ex-Im Bank as specified in D.2 below, to look solely to the Assignee for payment of any amounts payable under this Agreement.

**C. Agreements of Assignee.** The Assignee agrees with Ex-Im Bank:

1. To provide financing on receivables submitted by the Insured. Financing provided prior to shipment will not be entitled to the benefits of this Agreement unless and until shipment occurs.
2. To obtain original copies of:
  - (a) Buyer's executed purchase order, pro forma invoice or contract of sale for the products shipped; and
  - (b) The Insured's commercial invoice for the products shipped; and
  - (c) A bill of lading identifying the Insured and the buyer and evidencing the export of the products shipped.
3. Not to reschedule or accelerate the payment due date of any receivable financed under this Agreement;
4. To notify Ex-Im Bank in writing:
  - (a) Within 15 calendar days of (i) the Assignee having actual knowledge of material financial difficulties of the Insured; or (ii) the Assignee having actual knowledge of any discrepancy, inconsistency, or other fact indicating a material irregularity in any document relating to the financed receivable, including the documents listed in C.2 above.
  - (b) Immediately, upon the Assignee becoming aware of a default of more than 120 days on any financed receivable.
5. To assign to Ex-Im Bank all rights, title and interest, including security interests and guarantees, if any, in any defaulted financed receivable and deliver to Ex-Im Bank a copy of all documentation relating to the defaulted financed receivable giving rise to payment under this Agreement.
6. To cooperate with Ex-Im Bank in minimizing losses and effecting recoveries, including, providing Ex-Im Bank with all information reasonably requested, making written demand for payment and, at Ex-Im Bank's expense, initiating legal action.

**D. Enhanced Payment Benefits.** Ex-Im Bank agrees:

1. To pay, regardless of the Insured's and the Administrator's performance under the Policy and the applicable Agreements contained herein, losses incurred as a result of a defaulted financed receivable; provided:
  - (a) Such default has continued for at least 90 days after the due date;
  - (b) A full and accurate claim is made by the Insured and the Administrator as required by the Policy or if the Insured and the Administrator are unwilling or unable to file such a claim, the Assignee does so within 270 days from the due date of the defaulted financed receivable;
  - (c) The Assignee has complied with all of its obligations under this Agreement;
2. If in Ex-Im Bank's sole discretion, it determines that the Insured and the Administrator have complied with the terms of the Policy and the applicable Agreements contained herein, amounts payable under the Policy will be made jointly to the Assignee and the Insured; otherwise, amounts payable under the Policy and this Agreement will be made solely to the Assignee.

**E. The amount paid by Ex-Im Bank will be:**

1. **Insured and Administrator have complied with the Policy and the applicable Agreements contained herein:** The amount payable under the Policy;
- or 2. **Insured and/or Administrator have not complied with the Policy and the applicable Agreements contained herein:** The outstanding amount financed, not to exceed 95% of the Insured's receivable(s);
- plus 3. 95% of the accrued and unpaid interest to the date of claim payment at the Assignee's contract rate on the amount payable under E.1 or E.2.
4. Interest payable as set forth above does not include any penalty or late interest amounts.

**F. Exclusions:** No payment will be made under E.2 of this Agreement with respect to any financed receivable(s):

1. funded by a working capital guarantee from Ex-Im Bank or the United States Small Business Administration.
2. that represent exclusively invoices for services, unless prior approval is obtained from Ex-Im Bank.
3. that arise from shipments outside the Policy period;
4. from buyers in countries restricted by Ex-Im Bank's Country Limitation Schedule at the time of shipment;
5. that do not comply in all respects with the Insured's Special Buyer Credit Limit Endorsements;
6. that exceeds the Maximum Amount Payable to the Assignee under this Agreement;
7. if the Administrator is also the Assignee and failed to comply with the Agreements of the Administrator contained in Section IV of the Policy.

**G. General Conditions:**

1. Unless otherwise prohibited under this Agreement, this Agreement does not prohibit the Assignee from financing receivables on transactions excluded by Ex-Im Bank under the Policy
2. Each payment made by Ex-Im Bank under this Agreement shall reduce the principal amount of the Maximum Amount Payable under this Agreement and the Insured's Aggregate Limit of Liability under the Policy.
3. Ex-Im Bank has the right to amend or cancel this Agreement upon written notice to the Assignee, the Administrator, and the Insured. Such notice shall be effective seven (7) business days after the date of the notice and apply to shipments after the effective date of the notice. Neither the Assignee, Insured, or the Administrator may amend or cancel this Agreement without written consent of all parties to this Agreement, including Ex-Im Bank.
4. All notices and communications under this Agreement shall be made in writing and forwarded to all parties executing this Agreement at their respective addresses set forth below.

5. Any legal action relating to this Agreement shall be instituted only in a federal court sitting in the District of Columbia.
6. The construction, validity, and performance of this Agreement shall be governed by New York law, inclusive of its conflict of law rules.
7. Ex-Im Bank reserves the right to audit, at any time, any of the Insured's, Administrator's or Assignee's documentation relating to financed receivables covered under this Agreement.
8. This Agreement is effective upon the date that Ex-Im Bank designates the Effective Date, as indicated below.

\_\_\_\_\_  
(Assignee Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Phone No.)      (Fax No.)

\_\_\_\_\_  
(Insured Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Phone No.)      (Fax No.)

For Export-Import Bank of the United States:

\_\_\_\_\_  
(Administrator Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Phone No.)      (Fax No.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Effective Date)

**Assignee**, do you wish to be added to Ex-Im Bank's Assignee Referral List as a prospective assignee for other Insureds. **G** Yes; **G** No

\_\_\_\_\_  
(Print: Contact Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Phone No.)      E-Mail

**Send completed form to: Export Import Bank of the U. S., Insurance Division**  
**811 Vermont Avenue, NW, Washington, DC 20571**  
**For information call (202) 565-3630 or 1-800-565-EXIM, Fax (202) 565-3675 or Internet <http://www.exim>.**